

U.S. Department of Justice

Washington, DC 20530

Exhibit A to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name and Address of Registrant

Nelson Mullins Riley & Scarborough, LLP

2. Registration No.

5928

3. Name of Foreign Principal
Government of Yukon**4. Principal Address of Foreign Principal**Executive Council Office
Intergovernmental Relations
2071 - 2nd Ave A-8
Whitehorse, Yukon, Y1A 1B2**5. Indicate whether your foreign principal is one of the following:**☒ Foreign government☐ Foreign political party☐ Foreign or domestic organization: If either, check one of the following:☐ Partnership☐ Committee☐ Corporation☐ Voluntary group☐ Association☐ Other (specify) _____☐ Individual-State nationality _____**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

Executive Council; Intergovernmental Relations

b) Name and title of official with whom registrant deals

Carl Burgess - Intergovernmental Relations Officer

7. If the foreign principal is a foreign political party, state:

a) Principal address

N/A

b) Name and title of official with whom registrant deals

c) Principal aim

Formerly CRM-157

FORM NSD-3
Revised 03/11

8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

N/A

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☐

9. Explain fully all items answered "Yes" in Item 8(b). (If additional space is needed, a full insert page must be used.)

N/A

10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

N/A

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A December 17, 2013	Name and Title Craig Metz, Attorney	Signature /s/ Craig Metz	eSigned
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U.S. Department of Justice

Washington, DC 20530

Exhibit B to Registration Statement**Pursuant to the Foreign Agents Registration Act of 1938, as amended**

INSTRUCTIONS. A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

Privacy Act Statement. The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant

Nelson Mullins Riley & Scarborough, LLP

2. Registration No.

5928

3. Name of Foreign Principal

Government of Yukon

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.
- See attached documents

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

See attached documents

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☒ No ☐

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Represent the Government of Yukon before elected officials at the federal level. Involvement with elected officials and government personnel on policies that impact the Yukon and the Yukon's relationship with the United States.

EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 17, 2013	Craig Metz, Attorney	/s/ Craig Metz eSigned

Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

Contract Terms and Conditions

The Yukon government has engaged Nelson Mullins Riley & Scarborough LLP to provide strategic analysis, advocacy services, and advice in regards to reestablishing US funding for the Shikwak highway project under the following terms of reference.

Engagement Details:

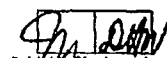
- Confirm goals, work plan, and timelines with contract supervisor before commencement of contract activities.
- Provide verbal reports on a weekly basis around the activities and knowledge gained
- Provide written summary reports on a monthly basis. Reports will be the property of the Government of Yukon.
- Co-ordinate meetings, engagements and representation for the Premiers visit to Washington February 22-25, 2014.
- The contractor will report to, and be supervised by, Carl Burgess.
- The duration of this contract is for a maximum of 17 weeks ending no later than March 31, 2014.

Confidentiality and Security

- The Contractor will treat as confidential and will not, without the prior written consent of the Government of Yukon, publish, release or disclose or permit to be published, released or disclosed either before or after the expiration or earlier termination of this Contract, any information supplied to, obtained by, or which comes to the knowledge of the Contractor as a result of this Contract to the extent that such publication, release or disclosure is necessary to enable the Contractor to fulfill its obligations under this Contract.
- The Contractor will ensure its facilities, systems and files are secure and that access to data and confidentiality of data and information gained while performing the Services, are strictly controlled, to the satisfaction of the Government of Yukon.
- The Contractor will cause each employee or subcontractor to execute a confidentiality declaration and provide the completed declarations to the Government of Yukon, if requested.

Compensation Details:

- Total costs for this contract are not to exceed \$80,000.00 USD (~\$85,000.00 CAD) including professional fees and travel expenses.
- Professional fees will be paid at a rate of \$20,000.00 USD (~\$21,300) per month based on an estimate of 4 months maximum to complete the engagement responsibilities.
- Reimbursement for travel expenses for work undertaken outside the greater Washington, DC area, at approved government rates, are payable under this contract. All travel expense claims must be supported by original receipts with the exception of meal expenses which will be reimbursed as per the government travel rates. Reimbursement will be made for air travel at economy rates, unless specifically approved by the Supervisor in advance.
- All costs incurred in the performance of this contract, excepting travel expenses as approved in this document, are the responsibility of the contractor. This will include income taxes, workers compensation costs, administrative support, etc.

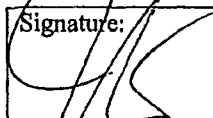
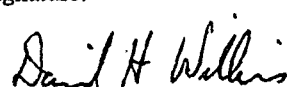

Initials of both parties

Contract Terms and Conditions

Administration Details:

- Requests for travel will be approved, in advance, on a monthly basis by Carl Burgess. Expense estimates will be forecast for each month as part of the approval request.
- Professional fees will be invoiced on a monthly basis at the end of each month, to be received by the 15th of the following month. Details of engagement activities during the month will be provided as part of the invoice.
- Travel expenses may be invoiced on completion of each trip, or on a monthly basis at the end of each month, with receipt by the 15th of the following month. The contractor can choose the billing method which may vary over the term of the contract.
- Either part has the right to terminate this contracts providing written notice has been given to the other party 30 days prior to termination.
- Any contractor questions regarding the administration of this contract will be directed to Carl Burgess.
- Invoices will be submitted to the following address:
Carl Burgess
Government of Yukon
P.O. Box 2703 A-8
Whitehorse, YT Y1A 2C6
- Contractor contact information is as follows:
David Wilkins
Nelson Mullins Riley & Scarborough LLP
104 South Main Street/ Main Floor
Greenville SC 29601
864-250-2231

Contract Terms and Conditions Attachment approved:

Signature: 	Signature: 
[government financial supervisor] Date: Dec 11/13	[name] Contractor David H Wilkins Date: December 11, 2013